

From: [Megan Knight-Facey](#)
To: [Willis, Sheila](#)
Cc: [Robin Bradley](#); [Cori Shelley](#); [Anders Nessen](#)
Subject: [External] RE: Greenville Technical College - Proposal Discussion Letter
Date: Wednesday, December 2, 2020 9:56:45 AM
Attachments: [image008.png](#)
[image009.png](#)
[image011.png](#)
[image012.png](#)
[image001.png](#)
[REVISED Anthology Response to Greenville TC Proposal Discussion Letter - 12022020 FINAL.pdf](#)
[Anthology - Greenville TC - Technical Proposal - REVISED 12022020.pdf](#)

Good morning Sheila,

Per our call yesterday, attached are Anthology Inc.'s revised response letter and technical proposal regarding your 11/20/2020 Greenville Technical College proposal discussion letter. As previously, could you please confirm receipt via reply email?

Many thanks,

Megan Knight-Facey

Associate Counsel

mknight-facey@campusmgmt.com

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 anthology

From: Willis, Sheila <swillis@mmo.sc.gov>

Sent: Tuesday, December 1, 2020 3:04 PM

To: Megan Knight-Facey <mknight-facey@campusmgmt.com>

Cc: Robin Bradley <rbradley@campusmgmt.com>

Subject: FW: [External] Greenville Technical College - Proposal Discussion Letter

Megan,

I appreciate your response to my discussion letter dated November 20, 2020. I'm returning Anthology's revised technical proposal that I received yesterday so you can address the remaining issue that we discussed this afternoon over the phone.

In your discussion response letter, you state "As an overall matter, Anthology would like to note that we can generally accept the terms of the RFP pending clarification of certain items listed below, and the addition of certain provisions from our standard agreement include with the Proposal. " Further down the letter it's stated again that " Anthology can agree to the following paragraphs from the RFP entirely and retracts the exceptions to same in the *Confidential Memorandum Regarding Terms & Conditions* included with our Proposal:

- Assignment, Novation, and Name Change, Identity, Or Structure (Feb 2015)
- Choice-Of-Law (Jan 2006)
- Disputes (Jan 2006)
- No Indemnity Or Defense (Feb 2015)
- Payment and Interest (Feb 2015)
- Termination Due To Unavailability Of Funds (Jan 2006)

- Contract Documents and Order of Precedence-Software Licensing-Single Agency (Feb 2015)
- Contractor's Liability Insurance-General (Feb 2015)
- Contractor's Use Of State Property (Jan 2006)
- Default (Jan 2006)
- Indemnification – Intellectual Property (Jan 2006)
- Ownership Of Data and Materials (Jan 2006)
- Price Adjustments – Limited – After Initial Term Only (Jan 2006)
- Price Adjustments – Limited By CPI “All Items” (Jan 2006)
- Pricing Data – Audit-Inspection (Jan 2006)
- Restrictions On Presenting Terms Of Use Or Offering Additional Services (Feb 2015)
- Software Licenses (Jan 2006)
- Term of Contract – Option To Renew (Jan 2015)
- Term of Contract – Termination By Contractor (Jan 2006)

Once again further down the letter its stated “Anthology would like to discuss the remaining paragraphs of the RFP in order to reach an agreeable accommodation wherever possible in the resulting contract, and notes as follows:

- Duty To Inquire (Feb 2015): Anthology agrees to this provision but would like to reserve the ability to review our response at the time of selection once GTC has finalized the solution configuration and professional services requirements as those elements, as well as any order timing, may have an impact on the responses as set forth in the original Proposal document.
- Submitting Confidential Information (Feb 2015): Anthology agrees to this provision but would prefer, as we have provided in other similar cases with public institutions, to protect only pricing information which we would consider trade-secret as it relates to such elements as line-item fees, unit costs, escalation policies and hourly rates.
- Indemnification – Third Party Claims – Disclosure Of Information (Feb 2015); Information Use And Disclosure (Feb 2015): Anthology would like to discuss limitation of liability provisions that are reasonable and standard for the education technology software industry, understanding the concerns of your office and GTC. We would like to work together with your office and the College to include in the resulting contract a mutually agreeable provision regarding our responsibility in the event of a data security breach caused by Anthology.
- Information – Location Of Data (Feb 2015); Offshore Contracting Prohibited (Feb 2015): Anthology can agree to the first of these provisions insofar as it concerns offshore storage of GTC's data as our solution does not store U.S.-based customer data outside of the United States. Regarding the remaining terms of these paragraphs, Anthology is an interconnected organization and as such, some members of our Client Services teams that provide support services are located outside of the United States. However, Anthology will attempt to have such support services provided by U.S.-based personnel to the extent feasible.
- Termination for Convenience (Jan 2006): Anthology agrees to this provision but would like to reserve the right to charge necessary fees related to the termination, such as fees to provide GTC with migrated data and other such services as may be necessary to complete a seamless termination of services and utilization of the software.

However, Anthology's revised technical proposal is still including Exceptions to the Terms and

Conditions beginning on page 59. If these are not removed in their entirety, your offer will be unable to proceed further in the process. I am also requesting the removal of the Sample Master Services Agreement beginning on page 67.

Please note that included in the original Request for Proposal, Amendments 1 – 4 , & the discussion letter dated November 20, 2020, I included the Discussions and Negotiations-Required (Feb 2015) clause verbiage “No award will be made to an Offeror until after negotiations have been conducted with that Offeror.”

Please return Anthology’s response and revised technical proposal no later than 5:00PM EST December 2, 2020.

Thanks,
Sheila

From: Megan Knight-Facey <mknight-facey@campusmgmt.com>
Sent: Monday, November 30, 2020 4:52 PM
To: Willis, Sheila <swillis@mmo.sc.gov>
Subject: [External] Greenville Technical College - Proposal Discussion Letter

Dear Ms. Willis,
Per my previous email, attached is Anthology’s revised Technical Proposal without financial statements. This document was too large to attach with our response letter, or together with Anthology’s financial statements. The latter will be emailed to you separately appended to a third message.

Best regards,

Megan Knight-Facey
Associate Counsel
mknight-facey@campusmgmt.com

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From: Megan Knight-Facey
Sent: Monday, November 30, 2020 4:28 PM
To: Willis, Sheila <swillis@mmo.sc.gov>
Cc: Anders Nessen <anessen@campusmgmt.com>; Cori Shelley <cshelley@campusmgmt.com>
Subject: RE: Greenville Technical College - Proposal Discussion Letter

Dear Ms. Willis,

Thank you for your reply. Please find attached Anthology Inc.’s letter in response to your 11/20/2020 letter re the proposal submitted by Anthology (f/k/a Campus Management) to Greenville Technical College. Due to your organization’s limits on email file sizes, I could not include Anthology’s Technical Proposal and financial statements as attachments to this email. I will send

those documents shortly under a separate cover.

Could you please **confirm receipt of the messages & attachments** via reply email?

With thanks and best regards,

Megan Knight-Facey

Associate Counsel

mknight-facey@campusmgmt.com

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From: Willis, Sheila <swillis@mmo.sc.gov>

Sent: Monday, November 30, 2020 11:32 AM

To: Megan Knight-Facey <mknight-facey@campusmgmt.com>

Cc: Robin Bradley <rbradley@campusmgmt.com>

Subject: RE: [External] Greenville Technical College - Proposal Discussion Letter

Megan,

Ms. Bradley was listed as the contact on the front cover page of Anthology Inc. (f/k/a/ Campus Management Corp.) offer. The discussion letter was not only sent to her as the contact from the offer but it was also sent to the email that was listed in the Notice Address block on Page Two of the RFP (proposal@capusmgmt.com). I notified both parties that were provided as contacts for the offer of our need to enter into discussions. I understand your dilemma by receiving this information two days after I initially sent it but, **I cannot grant an extension for these discussions. All responses must be received by me no later than 5PM EST today.**

In response to your second question, **Anthology's offer has imposed conditions that modify material requirements of the RFP (inclusion of the Confidential Memorandum Regarding Required Terms & Conditions) and therefore, cannot be accepted. The letter I sent on Friday, November 20th clearly states that I'm giving Anthology an opportunity to revise their offer and resubmit it to me. I would also recommend sending any revisions with an accompanied letter stating how you have addressed the issues raised during discussions.**

Respectfully,



Sheila O. Willis, CPPB | Team Lead-Procurement Manager | Education & Law Enforcement Agency Sourcing

Division of Procurement Services | SC State Fiscal Accountability Authority

1201 Main Street, Suite 600 | Columbia, SC 29201 | Office: (803) 737-4417

swillis@mmo.sc.gov



From: Megan Knight-Facey <mknight-facey@campusmgmt.com>
Sent: Tuesday, November 24, 2020 11:25 AM
To: Willis, Sheila <swillis@mno.sc.gov>
Cc: Robin Bradley <rbradley@campusmgmt.com>
Subject: [External] Greenville Technical College - Proposal Discussion Letter

Dear Ms. Willis,

Your letter of November 20, 2020 to Robin Bradley re Anthology Inc.'s proposal in response to Greenville Technical College's RFP, has been referred to me for handling. Firstly, I would like to respectfully request an extension of the deadline for responding to your letter. We received your letter on Friday afternoon and with this work-week being a short one due to the Thanksgiving holiday, it will be difficult to prepare a response by this Monday. Accordingly, could we please have until December 4, 2020 to submit our response?

Secondly, could you please clarify the format in which you would like Anthology to provide our response to your correspondence? Regarding item #1 (first paragraph in bold font on page 3), would you like Anthology to provide a revised version of our *Confidential Memorandum Regarding Required Terms & Conditions* with modified exceptions, or to reply via letter or some other format?

With thanks & best regards,

Megan Knight-Facey

Associate Counsel

mknight-facey@campusmgmt.com

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